

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Port Townsend Paper Corporation		06/30/2004	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Collateral Agent
Street Address:	1420 Fifth Avenue
Internal Address:	7th Floor
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98101
Entity Type:	TRUSTEE:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2168612	READY HANDLE

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-2254

Email: LLevy@stblaw.com

Correspondent Name: Robyn Rahbar, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

509335/0630

NAME OF SUBMITTER:

Lea B. Levy

Total Attachments: 5

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TRADEMARK

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK (the "Agreement"), dated as of June 30, 2004 is made by Port Townsend Paper Corporation, a Washington corporation (the "Company"), in favor of U.S. Bank National Association ("U.S. Bank"), as Collateral Agent (the "Collateral Agent") for the holders of the Notes (the "Holders"), pursuant to that certain security agreement, dated as of April 13, 2004, and entered into by and among the Collateral Agent, PT Holdings Company ("Holdings"), the Company, and each of its subsidiaries signatories thereto (the "Security Agreement") (Holdings, the Company and such subsidiaries, collectively with any other entity that may become a party hereto as provided in the Security Agreement, the "Grantors").

WITNESSETH:

WHEREAS, the Holders have purchased Notes issued by the Company upon the terms and subject to the conditions set forth in the Indenture, dated as of April 13, 2004, by and among the Company, Holdings and the Subsidiary Guarantors (the "Indenture"); and

WHEREAS, in connection with the Indenture, Grantors have executed and delivered the Security Agreement; and

WHEREAS, pursuant to the Security Agreement, the Company pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Holders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Company has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantors agree, for the benefit of the Collateral Agent and the Holders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

SECTION 2. Grant of Security Interest. The Company hereby pledges and grants a continuing security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Collateral Agent for the benefit of the Collateral Agent and the Holders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Company for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Holders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Indenture and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PORT TOWNSEND PAPER CORPORATION

By: _____

Name: *Thomas M. Steffen*

Title: *Vice President & CFO*

U.S. BANK NATIONAL ASSOCIATION
as Collateral Agent for the Holders

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PORT TOWNSEND PAPER CORPORATION

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION
as Collateral Agent for the Holders

By: Carolyn Whalen
Name: Carolyn Whalen
Title: Vice President

SCHEDULE A

U.S. Trademark Registration

<u>Trademark</u>	<u>Registration Number</u>
READY HANDLE	2,168, 612

509335-0630-10644-NY01.2398436.5